

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1.00

DEFINITION OF TERMS

1.01 Definition of Terms.

Wherever in these specifications or other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.02 Abbreviations Wherever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

AAN – American Association of Nurserymen
AAR – Association of American Railroads
AASHTO – American Association of State Highway and Transportation Officials
AGC – Associated General Contractors of America
AIA – American Institute of Architects
ANSI – American National Standards Institute
ARA – American Railway Association
AREA – American Railway Engineering Association
ASCE – American Society of Civil Engineers
ASLA – American Society of Landscape Architects
ASTM – American Society of Testing and Materials
AWPA – American Wood Preservers Association
AWWA – American Water Works Association
AWS – American Welding Society
DEP – Department of Environmental Protection
EIA – Electronics Industry Association
EIS – Environmental Impact Statement
EPA – Environmental Protection Agency
FHWA – Federal Highway Administration
FSS – Federal Specifications and Standards
GSA – General Services Administration
IES – Illumination Engineering Society
IMSA – International Municipal Signal Association
ITE – Institute of Traffic Engineers
MEC – Massachusetts Electrical Code
MUTCD – Manual on Uniform Traffic Control Devices
NEC – National Electrical Code
NEMA – National Electrical Manufacturers Association
OSHA – Occupational Safety and Health Administration
SAE – Society of Automotive Engineers
UL – Underwriters Laboratories
USAS – United States of America Standards

1.03 Advertisement The notice, as required by law, inviting bids (proposals) for work to be

		performed or materials to be furnished.
1.04	Alteration	A change or substitution in the form, character, or detail of the work done or to be done within the original scope of the Contract at unit prices stated in the Contract, which alteration makes a change in the item originally contracted for or a substitution from that item to a similar item at the same unit price.
1.05	Award	The acceptance by the Department of a bid (proposal) contemplating the execution and delivery of a contract.
1.06	Bid	See Proposal.
	Bid, Informal as to form	A bid which contains a minor deficiency or deviation from what is requested by the Department.
	Bid, Informal as to substance	A bid which fails to comply with the requirements of the public bidding law.
1.07	Bidder (Proposer)	Any individual, firm, partnership, corporation or joint venture submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
1.08	Bridge	The term "bridge" shall apply to any structure whether single or multiple span construction that spans a body of water, depression, highway or railway, and affords passage for pedestrians, or vehicles of all kinds, or any combination thereof having a total length of 6.1 meters or more.
	Length	In general, the "length" of a bridge is that distance measured horizontally along the centerline of roadway between extreme centerlines of bridge shoes or bearings, or when shoes or bearings are not used the distance between vertical faces of abutments, or spring lines of arches, or extreme ends of openings for multiple reinforced concrete boxes.
	Roadway Width	The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height or curbs, between the bottom of the lower risers.
1.09	Commission	A commission of five members as specified in General Laws Chapter 16, Section 1.
1.10	Commonwealth	The Commonwealth of Massachusetts.
1.11	Contract	The written agreement executed between the Party of the First Part and the Contractor setting forth the obligations of the Parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.
	The Contract includes the Notice to Contractors, proposal, contract form

		and contract bond, specifications, supplemental specifications, special provisions, general and detailed plans, any extra work orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.
1.12	Contractor	The Party of the Second Part to the Contract, acting directly or through an authorized lawful agent or employee.
1.13	Contract Item (Pay Item)	A specifically described unit of work for which a price is provided in the contract.
1.14	Contract Time	The number of days allowed for completion of the Contract. In case a calendar date of completion is shown in the Proposal in lieu of the number of days, the Contract shall be completed by that date.
1.15	Culvert	A structure not classified as a bridge which provides an opening under the roadway.
1.16	Day	Every day shown on the calendar, Sundays and Holidays included.
1.17	Department	The Department of Highways of the Commonwealth of Massachusetts.
1.18	Differ substantially or materially	When the character of the work encountered in exposing subsurface or latent physical conditions, while the work is in progress, is found to be essentially different in nature from that shown on the plans or indicated on the contract documents or from that ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work, resulting in any increase or decrease in the cost of the work.
1.19	Engineer	The Chief Engineer of the Department acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him/her.
1.20	Extra Work	Work which: <ol style="list-style-type: none">1. was not originally anticipated and/or contained in the contract: and therefore2. is determined by the Engineer to be necessary for the proper completion of the project: and3. bears a reasonable subsidiary relation to the full execution of the work originally described in the Contract.
1.21	Extra Work Order	An order in writing issued by the Engineer to the Contractor prior to performing the work, setting forth the Extra Work to be done, the basis of payment and time adjustments, if any.
1.22	Invitation for Bids	The advertisement for Proposals for all work or materials on which bids

are required. Such advertisement will indicate the approximate project value, category of work and location of the work to be done and the time and place of the opening of Proposals.

1.23	Latent Physical Conditions	Actual physical conditions at the site that were indiscernible; hidden; not visible or apparent, and which as a basis for a request for an equitable adjustment, differ substantially and materially from those shown on the plans or indicated in the contract documents.
1.24	Layout Plans	Plans showing layout (location) lines, property lines, corner markers, names of property owners, access and nonaccess (if Limited Access Highway) points, and the location of bounds.
1.25	Location Lines	Lines indicating the limits of the Right-of-Way.
1.26	Material	Any substances specified for use in the construction of the project and its appurtenances.
1.27	Notice to Proceed	A written communication issued by the Department to the Contractor authorizing him/her to proceed with the work and establishing the date of commencement of the work.
1.28	Party of the First Part	In contracts with the Department, the Party of the First Part shall be the Department.
	In contracts made by a municipality with a Contractor under the provisions of Chapter 90 of the General Laws the Party of the First Part shall be the municipality (town or city) by its duly authorized officials.
	In contracts made by a municipality with another party the Party of the First Part shall be the municipality (town or city) by its duly authorized officials.
1.29	Pavement Structure	The combination of sub-base, base course and surface course placed on a subgrade to support the traffic load and distribute it to the subgrade.
1.30	Plans	Approved contract drawings, Department Standards, working drawings, supplemental drawings, Detail Sheets or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done.
1.31	Project	The specific section of the highway together with all appurtenances and construction to be performed thereon under the Contract.
1.32	Proposal	The written offer of the Bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
1.33	Proposal Form	The approved form on which the Department requires bids to be prepared and submitted for the work.
1.34	Reference	Where reference is made in the Contract Documents to Publications or

Standards issued by Associations or Societies, the intent shall be to specify the current edition of such Publications or Standards in effect on the date of the contract advertisement, notwithstanding any reference to a particular date.

1.35	Right-of-Way	That area which has been laid out or acquired for highway purposes.
1.36	Sieves	All sieves referred to in the Specifications shall be standard woven wire cloth sieves and shall conform to the requirements of AASHTO Designation M 92.
1.37	Special Provisions	The special agreements and provisions prepared for proposed work on a specific project. These special provisions shall be included within the general term specifications and shall be made a part of the Contract with the express purpose that they shall prevail over all other specifications.
1.38	Specifications	The directions, provisions and requirements contained herein, designated as Standard Specifications, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract.
1.39	Subcontractor	An individual, firm, partnership or joint venture to whom the contractor with prior written approval of the Engineer sublets any part of the Contract.
1.40	Subgrade	The plane at the bottom of the subbase.
1.41	Substantial Completion	Shall mean either that the Work required by the Contract has been completed except for work having a contract price of less than one percent of the then adjusted total Contract Sum, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the Contract. Substantial Completion shall be conclusively determined by the Engineer after inspection of the Work.
1.42	Supplemental Specifications	Additions and revisions to the standard specifications that are issued prior to the opening of bids.
1.43	Unbalanced Bid	An unrealistic bid price which is abnormally high or abnormally low for an item of work and does not reflect the actual cost of performing such item of work.
1.44	Work	Work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary for or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract. Work shall include in addition to work to be performed on the project location in the actual construction process, necessary shop plans, computations, ordering of materials and equipment,

fabrication of material, parts and components, etc.

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In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned”, it shall be understood as if the expression were followed by the words “by the Engineer” or “to the Engineer”.